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908 Trailview Blvd.  
Leesburg, VA 20175

**DEED OF LEASE  
BETWEEN**

**Leesburg Office, LLC,  
a Virginia limited liability company**

**Landlord**

**AND**

**Loudoun County, Virginia,  
a body politic**

**Tenant**

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DEED OF LEASE

THIS DEED OF LEASE (the "Lease") is made as of the 5th day of December 2000 by and between Leesburg Office, LLC, a Virginia limited liability company ("Landlord") and Loudoun County, a body politic under the laws of the Commonwealth of Virginia ("Tenant").

WITNESSETH:

1. **Terms and Definitions.** For the purposes of this Lease, the following terms shall have the following definitions and meanings:

**Annual Basic Rent:** As of the Commencement Date, \$238,625.00 per annum, subject to adjustment as provided in Section 5 (b).

**Brokers:** None

**Base Year:** 2001

**Buildings:** 22,500 Square Feet in 908 Trailview Blvd. in Leesburg, Virginia.

**Commencement Date:** The date upon which Landlord Substantially Completes construction of the Premises, unless (i) Tenant has commenced beneficial occupancy of the Premises prior to substantial completion by moving in furniture, fixtures, inventory, equipment, or otherwise in which event the Commencement Date shall be the date of beneficial occupancy; or (ii) Tenant agrees to accept the Premises in its "as is" condition at Lease execution, in which case the Commencement Date shall be March 1, 2001.

**Land:** The land upon which the Building is located.

**Landlord:** Leesburg Office, LLC, and its permitted successors and assigns.

**Landlord's Address:** c/o Cecil Pruitt, Manager  
PO Box 179  
White Post, VA 22663.

**Lease:** This Lease, as the same may be amended from time to time.

**Lease Year:** A period of twelve (12) consecutive months, commencing on the first day of the month immediately following the month in which the Commencement Date occurs, and each successive twelve (12) month period thereafter; in addition, the first Lease Year shall also include the period from Commencement Date until the first day of the following month, if applicable.

**Tenant Improvements:** The improvements to be constructed in the Premises by Landlord (if any) pursuant to Exhibit B.

**Premises:** The Premises are outlined on the floor plan and attached hereto as Exhibit A. The parties agree that for purposes of this Lease, the Premises shall be conclusively deemed to contain 11,500 square feet of rentable area.

**Security Deposit:** Nine thousand Nine hundred forty-two dollars and 72/100 (\$9,942.72).

**Substantial Completion:** When Landlord's architect certifies in writing to Landlord and Tenant that the Tenant Improvements have been substantially completed in accordance with Exhibit B or could have been completed by Landlord except for delay caused by Tenant, subject to punchlist items and any change orders agreed to by the parties.

**Tenant:**

County of Loudoun  
c/o Director of General Services  
One Harrison Street, S.E.  
Leesburg, Virginia 20177

**Tenant's Proportionate Share:** That percentage which is equal to a fraction, the numerator of which is the number of rentable square feet in the Premises, and the denominator of which is the number of rentable square feet in the two Building Leesburg Green Project. As of the Commencement Date, Tenant's Proportionate Share shall be forty-nine percent (49%).

**2. Premises and Common Areas Leased.**

(a) Landlord hereby leases the Premises for the Term to Tenant, and Tenant hereby leases the Premises for the Term from Landlord upon the conditions, limitations and agreements herein contained.

(b) Tenant shall have the non-exclusive right, in common with other tenants of the Building and members of the public, to use the common and public areas within the Building and upon the Land, subject to the Rules and Regulations referred to in Section 30 below, but shall have no other rights not specifically set forth herein. The Lease is also subject to all covenants, conditions and restrictions of record affecting the Premises, the Building or the Land, which have been disclosed to Tenant.

3. **Term.** The term of this Lease (the "Term") shall commence on the Commencement Date and shall continue for the balance of the month in which the Commencement Date occurs (unless the Commencement Date occurs on the first of the month) and for a period of five (5) consecutive Lease Years thereafter, unless the Term is terminated earlier or extended pursuant to the provisions hereof.

4. **Possession.** It is presently anticipated that the Premises will be ready for occupancy by Tenant on or about March 1, 2001; however, Landlord shall not have any liability whatsoever to Tenant on account of Landlord's failure to deliver possession of the Premises to Tenant by such date. However, if Landlord has not tendered possession of the Premises to Tenant within six (6) months of the issuance of the building permit for the Tenant Improvements, Tenant may terminate the Lease. Otherwise this Lease shall not be rendered void or voidable as a result of any delay. Landlord will provide Tenant notice fifteen (15) days in advance of date of possession for Tenant in event that possession is other than the above-referenced date.

**5. Rent.**

(a) Tenant agrees to pay to Landlord the Annual Basic Rent designated in Section 1 (subject to adjustment as hereinafter provided), in twelve (12) equal monthly installments, each in advance on the first day of each and every calendar month during the Term, except that the first month's installment of Annual Basic Rent shall be paid upon the execution hereof. Annual Basic Rent not paid within five (5) days after the due date shall be subject to a 10% late penalty charge which shall be deemed Additional Rent. In the event the Term begins on any other day than the first day of a calendar month or ends on a day other than the last day of a calendar month, then the Annual Basic Rent for such

periods shall be pro-rated in the proportion that the number of days this Lease is in effect during such months bears to thirty (30) days.

(b) Commencing on the first day of the second Lease Year and on the first day of every Lease Year thereafter during the Term, the Annual Basic Rent shall be increased by Three and one half percent (3.5%) of the amount of the Annual Basic Rent which was in effect during the Lease Year immediately preceding the Lease Year for which the adjustment is being made.

(c) All Annual Basic Rent, Additional Rent and other sums payable by Tenant to Landlord hereunder (collectively "Rent") shall be paid to Landlord at the address designated in Section 1 above or at such other address as Landlord may hereafter designate in writing. All Rent shall be paid to Landlord without any prior demand therefor (except as expressly provided herein) and without any deduction or offset whatsoever, in lawful money of the United States of America, which shall be legal tender at the time of payment. All charges to be paid by Tenant hereunder shall be considered Additional Rent for the purposes of this Lease, and the word "Rent" in this Lease shall include such Additional Rent unless the context specifically or clearly implies that only the Annual Basic Rent is referenced.

## **6. Basic Operating Charges.**

(a) As Additional Rent for the Premises, Tenant shall pay to Landlord Tenant's Proportionate Share of the Amount by which the Basic Operating Charges (defined in (1) below) during any calendar year are in excess of the Basic Operating Charges paid during the Base Year.

(1) As used herein, the "Basic Operating Charges" shall mean all costs incurred by Landlord in the exercise of its business judgment in connection with the ownership, maintenance and operation of the Building, Land and parking areas including, but not limited to the following: gas, water, electricity, sewer and other utility charges to the extent not separately metered (including surcharges of every type and nature); insurance; legal and accounting fees; Landlord's general and administrative expenses; management fees and personnel costs (including but not limited to salaries, wages, fringe benefits and other direct and indirect costs of engineers, superintendents, watchmen, security guards or services, porters and any other Building personnel); the cost of all service and maintenance contracts (including but not limited to boilers, controls, elevators, electrical components, janitorial (if applicable), security and management); snow removal, landscaping maintenance, (including upgrades and replacements); all other maintenance and repair expenses and supplies; painting, decoration and art work; depreciation on a straight-line basis for capital expenditures made by Landlord; Real Estate Taxes (as hereinafter defined in Subsection 6(a) (2)); reasonable reserves for replacements, repairs and contingencies, equipment, materials and tools; charges of any kind imposed by any governmental authority in connection with the use or occupancy of the Building, Land or Premises (including any and all license permit and inspection fees); any other reasonable and necessary costs and expenses incurred by Landlord in owning, maintaining or operating the Building; and the costs of any additional services not provided to the Building on the Commencement Date, but thereafter obtained or provided by Landlord. Tenant will be responsible for all janitorial services and changing all light bulbs within the Premises.

(2) The term "Real Estate Taxes" shall mean (A) all real estate taxes (including general and special assessments, if any) which are imposed upon Landlord or assessed against the Building and/or the Land, and (B) any other present or future taxes or governmental charges that are imposed upon Landlord or assessed against the Building and or the Land, including but not limited to any tax levied on or measured by the rents payable by tenants of the Building, which are in the nature of or in substitution for real estate taxes. "Taxes" shall also include any form of license fee, license tax, business

license fee, business license tax, commercial rental tax, levy, charge, tax or similar imposition, imposed by any government authority against the Land and/or the Building or any legal or equitable interest of the Landlord.

(b) Tenant shall make estimated monthly payments to Landlord on account of increases that are expected to be incurred in the Basic Operating Charges (above the Base Year amount) during each calendar year falling entirely or partly within the Term of this Lease. Landlord annually shall submit to Tenant a statement setting forth Landlord's reasonable estimate of the amounts by which the Basic Operating Charges that are expected to be incurred during such calendar year will exceed the Base Year Basic Operating Charges and the computation of Tenant's Proportionate Share of such anticipated increase.

(c) After the expiration of each calendar year, Landlord shall submit to Tenant a statement showing (A) Tenant's Proportionate Share of the amounts by which the Basic Operating Charges actually incurred during the preceding calendar year exceeded the Base Year Basic Operating Charges, and (B) the aggregate amount of the estimated payments made by Tenant on account thereof. If the aggregate amount of such estimated payments exceeds Tenant's actual liability for Tenant's Proportionate Share of such increase, Tenant shall deduct the net overpayment from its next estimated payment or payments on account of increases in Basic Operating Charges for the then current year or if the Lease has expired or is terminated, Landlord shall refund to Tenant the net overpayment within thirty (30) days. If Tenant's actual liability for such increase exceeds the estimated payments made by Tenant on account thereof, then Tenant shall within thirty (30) days after the presentation of a statement thereof, pay to Landlord the total amount of such deficiency as Additional Rent due hereunder. The failure by Landlord to submit to Tenant the statement required by this Subsection or Subsection (b) above within the time required herein shall not constitute a waiver of Landlord's entitlement to seek and recover such amounts from Tenant.

(d) Any statement provided by Landlord to Tenant pursuant to Subsection (c) above shall be conclusive and binding upon Tenant except in the case of Landlord's manifest error. However, Landlord may consider Tenant's claim that a statement is incorrect, so long as, within thirty (30) days after receipt of the statement, Tenant notifies Landlord that it disputes the correctness of the statement and specifies the respects in which the statement is claimed to be incorrect. Pending determination of any dispute Tenant shall pay all amounts due pursuant to the disputed statement but such payments shall be without prejudice to Tenant's position. Only Tenant or its accountant, upon at least fifteen (15) days notice to Landlord during normal business hours and at Tenant's expense, shall have reasonable access to appropriate books and records of Landlord relating to the actual amount of any expenses covered by the disputed statement for the purpose of verifying the statement.

(e) Tenant's liability for its Proportionate Share of increases in the Basic Operating Charges shall survive the expiration of the Term. Similarly, Landlord's obligation to refund to Tenant the excess, if any, of the amount of Tenant's estimated payments on account of such increases over Tenant's actual liability therefor, shall survive the expiration of the Term.

(f) In the event that any BPOL, rental, sales, use, business or other taxes are now or hereafter levied upon Tenant's use or occupancy of the Premises or Tenant's business at the Premises or the rents payable under the Lease (except for income taxes), and the mode of collection of such taxes is such that Landlord is responsible for collection or payment of such taxes, Tenant shall pay any and all such taxes to Landlord upon written demand from Landlord.

(g) In the event the Term commences on a day other than the first day of a calendar year or terminates on a day other than the last day of a calendar year, Tenant's Proportionate Share of the increases in the Basic Operating Charges for such calendar year shall be apportioned by multiplying the amount of Tenant's Proportionate Share thereof for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year falling within the Term and the denominator of which is 365.

**7. Security Deposit.** Tenant has deposited with Landlord the Security Deposit in the amount set forth in Section 1. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Lease. If Tenant Defaults with respect to any provision of this Lease, including but not limited to the provisions relating to Rent, in addition to Landlord's other remedies hereunder, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or other sum in default or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's Default or any breach in the performance of any of Tenant's obligations under this Lease. If any portion of the Security Deposit is so used or applied, Tenant shall within five (5) days after demand therefor deposit cash with Landlord in an amount, sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease.

**8. Use.**

(a) Tenant shall use the Premises for general office purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord, which consent Landlord may not unreasonably withhold. Tenant shall not use or occupy the Premises in violation of any present or future applicable law, regulation or ordinance, or of the certificate of occupancy issued for the Building or the Premises, and shall immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or of said certificate of occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction, which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupation thereof. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Building and or property located therein. Tenant shall promptly upon demand reimburse Landlord as Additional Rent for any increase in premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section 8. Tenant shall not do or permit anything to be done in or about the Premises which might in anyway obstruct or interfere with the rights of other tenants or occupants of the Building. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall keep the Premises in good working order, repair and appearance. If any future law, ordinance, regulation or order requires an occupancy permit or any other permits for the Premises, Tenant shall immediately obtain such permit(s) at Tenant's own expense and shall promptly deliver a copy thereof to Landlord. Landlord will obtain the initial occupancy permit following completion of the Tenant Improvements.

(b) (1) Tenant covenants and agrees during the Term not to generate, store, place, install, dispose of or otherwise handle, at, on or in the Premises, on the Building or on the Land, any "hazardous materials," "hazardous substances," "pollutants," "toxic materials," or "oil" as such terms are used in or defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C., §9601 et



seq., as amended, and Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended, the Toxic Substance Control Act and any other law now or hereafter in effect; any other substance, waste or material which is deemed hazardous, toxic, a pollutant or contaminant, under any law now or hereafter in effect; or any asbestos or asbestos-containing materials (all of the foregoing referred to herein as "Hazardous Substances");

(2) Tenant shall immediately notify Landlord if Tenant receives notice from any governmental body, individual or entity claiming any violation of any law, regulation, ordinance or code, or requiring compliance with any law, regulation, ordinance or code, or demanding payment of contribution for environmental damage or injury to natural resources.

(3) Tenant shall remove and clean-up any Hazardous Substance in the Premises or the Building or on the Land to the extent and in the manner required by any applicable law, if the presence of such Hazardous Substances resulted from Tenant, its employees, contractors, subcontractors, agents, licensees or invitees; provided that Tenant shall not remove, clean-up, or abate any Hazardous Substances except in accordance with a plan approved by Landlord. Landlord certifies that the Premises will be free from Hazardous Substances on the Commencement Date.

(c) Compliance with Applicable Laws.

(1) *Compliance by Tenant.* Notwithstanding anything in this Lease to the contrary, Tenant shall, at its sole cost and expense, cause all nonstructural portions of the Premises, as well as repairs and alterations (whether structural or nonstructural) made to the Premises after the Commencement Date and throughout the Term, to comply with all laws, ordinances, orders, rules, regulations, and requirements (including, without limitation, the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq., and all regulations promulgated thereunder, and The Virginians With Disabilities Act, Va. Code Ann. § 51.5 et seq. (1991 Replacement Volume), and all regulations promulgated thereunder), whether now or hereafter enacted, by any federal, state, or local governmental department, board, commission, office, or any other body or bodies exercising jurisdiction (collectively, "Applicable Laws").

(2) *Compliance by Landlord.* Anything in this Lease to the contrary notwithstanding, Landlord shall cause (i) the Land, (ii) the structural portions of the Building (including the structural portions of the Premises and the premises of other tenants of the Building, but excluding of structural portions of the Building which Tenant is responsible for pursuant to Section (c)(1) above), (iii) all nonstructural portions of the Building (excluding the nonstructural portions of the Premises and the premises of other tenants of the Building), (iv) all means of access from the Land to the Building, and (v) all means of passage within the Building (excluding the means of passage inside the Premises, means of passage inside other tenants' premises, entrances to the Premises, and entrances to the premises of other tenants of the Building) to comply with Applicable Laws. Notwithstanding anything in Section 6 hereof to the contrary, the cost of the foregoing shall be included within the Basic Operating Charges. In the event that Tenant's use or occupancy of the Premises requires unusual or extraordinary expenditures (as compared to the reasonable and customary expenditures required in connection with other tenants of the Building) in order to cause the above-described Land, Building, means of access, and passages to comply with any or all Applicable Laws, Tenant alone shall be responsible for the amount by which such cost of compliance exceeds such reasonable and customary expenditures incurred in connection with other tenants of the Building. The cost of such excess shall be paid by Tenant to Landlord within ten (10) days after Landlord submits to Tenant an invoice therefor.

(3) *Conflict.* In the event the provisions of this Section (c)(1) and (2) conflict with any other provision of this Lease, the terms of this Section (c)(1) and (2) shall control.

9. **Notices and Rent Payments.** Except as otherwise provided in this Lease all notices required by this Lease shall be deemed sufficiently given or rendered if, in writing, delivered to the other party personally or sent by registered or certified mail, return receipt requested, or by guaranteed overnight courier to Landlord, c/o Cecil Pruitt, Jr., Manager, P.O. Box 179, White Post, Virginia 22663, with a copy to Maitresse Management at 14101 Willard Road, Chantilly, Virginia 20151 and to Tenant c/o Director of General Services, County of Loudoun, 1 Harrison St, S.E., Leesburg, Virginia 20177 with a copy to the County Attorney at the same address or to such other addresses as may hereafter be designated by either party by written notice. Notices shall be deemed to have been given (a) on the date delivered, if delivered personally, (b) on the next business day after delivering the same to a guaranteed overnight courier for next day delivery or (c) three (3) days following the date mailed, if mailed as provided in this Section 9. In addition, all Rent and such other sums as required to be paid to Landlord pursuant to the terms of this Lease shall be made payable to Leesburg Office, LLC and delivered to Landlord c/o Maitresse Management Company, 14101 Willard Road, Chantilly, Virginia 20151 or such other address as designated by Landlord.

10. **Brokers.** The parties recognize that the brokers who negotiated this Lease are the brokers whose names are stated in Section 1, and agree that Landlord shall be solely responsible for the payment of brokerage commissions to said brokers, and that Tenant has no responsibility therefor. If Tenant has dealt with any other person or real estate broker in respect of leasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or firm and Landlord has no responsibility therefore.

11. **Holding Over.** If Tenant fails to surrender possession of the Premises upon the expiration or earlier termination of the Term, Tenant shall become a tenant at sufferance only, at a rental rate equal to one and one-half times the Annual Basic Rent plus Additional Rent and charges in effect on the date of the expiration or earlier termination of the Term and otherwise subject to the terms, covenants and conditions herein specified. Acceptance by Landlord of Rent after such expiration or earlier termination date shall not constitute a holdover hereunder or result in a renewal of the Term. If Tenant fails to surrender possession of the Premises upon the expiration or earlier termination of this Lease despite demand to do so by Landlord, Tenant acknowledges that Landlord will likely suffer injury, loss, claims and expenses, including claim made by any succeeding tenant, by virtue of Tenant's holdover. Anything to the foregoing notwithstanding, the acceptance of any Rent paid by Tenant pursuant to this Section shall not preclude Landlord from commencing and prosecuting a summary eviction proceeding.

## 12. **Taxes on Tenant's Property.**

(a) Tenant shall be liable for and shall pay before delinquency all taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises or elsewhere in the Building. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed value of the Premises, the Building and/or the Land is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant, and if Landlord after written notice to Tenant pays the taxes based upon such increased assessments (which Landlord shall have the right to do regardless of the validity thereof, but under protest if requested by Tenant), Tenant shall upon demand repay to Landlord a sum equal to the taxes levied against Landlord or the portion of such taxes resulting from such increase in the assessment, provided that in any such event Tenant shall have the right, at Tenant's

sole cost and expense, to bring suit to recover the amount of any such taxes so paid under protest and any amount so recovered shall belong to Tenant.

(b) If the Tenant Improvements (whether installed or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof) are assessed for real property tax purposes at a valuation higher than the valuation at which Building Standard Improvements are assessed, then the real property taxes and assessments levied against Landlord or Landlord's property by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Subsection 12 (a) above. If the records of the local county assessor are not available or sufficiently detailed in Landlord's opinion to serve as a basis for making said determination, the actual cost of construction shall be used. For purposes hereof, "Building Standard Improvements" shall mean the standard tenant improvements actually or normally provided by Landlord to all tenants of the Building.

13. **No Representations.** Tenant acknowledges that neither Landlord nor Broker nor any agent or employee of Landlord or Broker has made any representations or warranties with respect to the Premises, the Building or the Land or any improvement thereto or with respect to the suitability of same for the conduct of Tenant's business or occupancy. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair, and Substantially Complete (notwithstanding any punch list that may be mutually agreed upon by Landlord and Tenant).

#### 14. **Alterations.**

(a) Tenant shall make no alterations, additions or improvements (collectively "Alterations") in or to the Premises, structural or otherwise, without Landlord's written consent, which consent Landlord may not unreasonably withhold. If Landlord consents, Landlord may impose any conditions it deems reasonable and appropriate, including without limitation, the prior approval by Landlord of plans and specifications, the prior approval by Landlord of the contractor(s) or other person(s) who will perform the work, the obtaining of lien waivers from such contractor(s) and other person(s), the time of delivery of materials and of construction and the obtaining of specified completion and lien indemnity bonds and insurance. If any Alterations are made without Landlord's prior written consent, Landlord shall have the right to remove such Alterations and restore the Premises to their condition immediately prior thereto, and Tenant shall be liable for all expenses incurred by Landlord in connection therewith. All such work shall be done at such times and in such manner as Landlord may from time to time designate. Tenant covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, ordinances, regulations and requirements of all governmental and quasi-governmental authorities having jurisdiction. All Alterations, including (without limiting the generality of the foregoing) all wallcovering, built-in cabinets, wood paneling and the like, shall, unless Landlord elects otherwise, become the property of Landlord and shall remain upon and be surrendered with the Premises as part thereof at expiration or earlier termination of the Lease, except that Landlord may, by written notice to Tenant given at least thirty (30) days prior to the end of the Term or upon earlier termination, require Tenant to remove any Alterations made by or on behalf of Tenant. Tenant shall repair any damage to the Premises arising from such removal or at Landlord's option shall pay to Landlord all of Landlord's costs of such repair. Notwithstanding the aforesaid, if Tenant requests at the time of the request for Landlord's consent to any Alteration that Landlord state whether or not the Alteration must be removed at the expiration or termination of the Lease, Landlord will so state and thereafter, both parties are bound thereby.

(b) All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions installed by Tenant in the

Premises at its sole expense, shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term, provided Tenant is not in Default hereunder or in breach of any provision of this Lease and provided further that Tenant shall repair any damage caused by such removal. Tenant's obligation to repair any damage to the Premises caused by such removal shall survive the expiration or earlier termination of the Lease. If Tenant shall fail to remove all of its effects from the Premises upon termination of this Lease for any causes whatsoever, Landlord may, at its option remove the same in any manner that Landlord shall choose and store said effects without liability to Tenant for loss thereof and Tenant agrees to pay Landlord upon demand any and all expenses incurred in such removal (including court costs and attorneys' fees and storage charges on such effects for any length of time that the same shall be in Landlord's possession) or Landlord may, at its option, without notice sell said effects or any of the same, at private sale and without legal process for such price as Landlord may obtain and apply the proceeds of such sale against any amounts due under this Lease from Tenant to Landlord and against the expenses incidental to the removal and sale of said effects.

(c) The initial Tenant Improvements in and to the Premises (if any) shall be installed by Landlord in accordance with Exhibit B. It is understood and agreed that Landlord is under no obligation to make any improvements in or to the Premises, except as provided in Exhibit B.

#### 15. Repairs.

(a) By occupancy hereunder, Tenant accepts the Premises as being in good and sanitary order, condition and repair except for any punchlist that may be mutually agreed upon by Landlord and Tenant. Tenant shall be responsible for changing burned out light bulbs within the Premises and making minor repairs within the Premises amounting to \$250 or less (parts and labor) per repair. All other repairs and maintenance to the Premises, Building, parking lots, etc. are the responsibility of the Landlord. Landlord shall maintain all systems (mechanical, electrical, plumbing, life/safety) and devices, (including but not limited to for example, doors, locks windows) so that they operate as designed, and all systems shall be maintained according to manufacturers' guidelines, industry standards or local and state building codes, whichever are greater. The HVAC systems to serve the Premises will be designed in accordance with the 1996 International Mechanical Code and Virginia Statewide Uniform Building Code. Indoor design condition temperature and humidity for general comfort applications shall be in accordance with the comfort criteria established in ANSI/ASHRAE Standard 55. Notwithstanding the aforesaid, Tenant is responsible for all repairs which are the result of the acts or omissions of Tenant, its employees, guests, invitees, visitors or contractors. Tenant shall upon the expiration or sooner termination of the Lease, surrender the Premises to Landlord broom clean and in the same condition as when received ordinary wear and tear excepted.

(b) Except as otherwise provided in this Lease, Landlord will repair and maintain the following in good order, condition and repair, ordinary wear and tear excepted: (1) the common areas of 908 Trailview Blvd ; (2) the foundations, structural floor slabs, exterior walls, load bearing columns and walls, if any, and roof of the Building and (3) the electrical, plumbing, facilities and components located in the building serving the common area of 908 Trailview Blvd. Landlord's repair and maintenance costs are Basic Operating Charges; provided, however, that Tenant shall be solely responsible for Landlord's maintenance costs to the extent such maintenance and repair becomes necessary because of acts or omissions by Tenant, its employees, agents or invitees. Neither Basic Rent nor Additional Rent will be reduced for loss or injury to or interference with Tenant's property, profits or business arising from or in connection with Landlord's performance of its obligations under this Section.

(c) Tenant agrees to maintain the Leased Premises in a neat, clean and sanitary condition as required by this Lease.

(d) Landlord shall not have any responsibility whatsoever for repair or maintenance of any of the following items: (1) Tenant's trade fixtures and furniture; (2) personal property of Tenant or anyone else located within the Premises; (3) security or access control systems not installed by Landlord; (4) telecommunications equipment and systems; (5) computer equipment, networks and cabling, including any uninterruptible power supplies or generators installed by Tenant; (6) fixtures not customarily installed in offices; and (7) work not customarily installed in offices.

(e) Tenant shall be responsible for paying for the cost of any damage to the Premises caused by Tenant or its agents, representatives, employees or invitees. Within a reasonable time after receipt of Notice from Tenant, Landlord shall repair such damage and Tenant shall be charged directly for such expenses. Such amounts, if not paid by Tenant within thirty (30) days of receipt of an invoice from Landlord, shall be Additional Rent due hereunder. Landlord shall repair and maintain the systems in the Premises (such as lights, doors, etc.) which are required to be repaired in order for such systems in the Premises to operate as intended and the cost of such repair shall be Basic Operating Charges; however, Landlord shall not be obligated to maintain or repair any of Tenant's furniture, fixtures or equipment, or to make cosmetic repairs necessitated by ordinary wear and tear, such as replacing, repairing or removing stains from, rugs or wall coverings.

(f) Landlord reserves the right at any time and from time to time, as often as Landlord deems desirable without the same constituting an actual or constructive eviction and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease, to make such changes, alterations, additions, improvements, repairs, relocations or replacements in or to the Building (including the Premises if required by any applicable law or regulation) and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, stairways and other common facilities thereof provided the Landlord gives Tenant reasonable notice excepting emergencies. Landlord reserves the right from time to time to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenances, meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any pipes, ducts, conduits, wires, and appurtenances, meters and equipment included in the Premises which are located in the Premises or located elsewhere outside the Premises, and to expand the Building. Nothing contained herein shall be deemed to relieve Tenant of any duty, obligation, or liability with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority, and nothing contained herein shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the Building or any part thereof, other than as expressly provided in this Lease.

16. **Liens.** Tenant shall not permit any mechanic's, materialmen's or other liens to be filed against the Building, the Premises, the Land, Tenant's leasehold interest in the Premises or any equipment therein. Landlord shall have the right to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed, Tenant shall immediately bond or release the same. If Tenant fails to do so within ten (10) days of the date such lien is filed, then Landlord may cause such lien to be released by any means it deems proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to Landlord, promptly upon notice by Landlord, any sum paid by Landlord to remove such liens, together with interest from the date of such payment by Landlord at the Default Rate (as defined in Section 25).

17. **Entry by Landlord.** Landlord may enter the Premises to inspect the same, to supply janitor service (if applicable) and any other service to be provided by Landlord to Tenant hereunder, to exhibit the Premises to prospective lenders, purchasers and tenants, and to alter, improve or repair the Premises or any other portion of the Building provided

the Landlord gives Tenant reasonable notice, excepting emergencies, and does not unreasonably disrupt the Tenant's conduct of business. Landlord may, in order to carry out any construction, maintenance or repair work deemed necessary by Landlord to the Premises or the Building, erect scaffolding and other structures where reasonably required by the character of the work to be performed, provided that Landlord shall perform its work in a manner that will minimize any interference with the business of Tenant. Tenant shall furnish Landlord at all times with a key to unlock all of the doors in the Premises, and Landlord shall have the right to use such keys or any other reasonable means which Landlord may deem proper to open said doors in an emergency. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations, except as otherwise expressly agreed herein to be performed by Landlord, or to pay overtime labor rates to perform repairs, alterations or decorations which Landlord has agreed to perform.

**18. Utilities and Service.**

(a) Tenant shall be solely responsible for and shall promptly pay all charges for gas, electricity, and other utilities used and consumed and separately metered for the Leased Premises. Landlord shall not be liable to Tenant for any interruption in or curtailment of any utility service, nor shall any interruption or curtailment constitute a constructive eviction or grounds for rental abatement in whole or in part, unless the interruption is caused by the gross negligence or willful misconduct of Landlord. In the event of an interruption caused by the gross negligence or willful misconduct of Landlord, reasonable costs incurred by the Tenant may be deducted from the monthly Basic Rent.

(b) Neither Landlord nor Landlord's beneficiaries, nor any company, firm or individual, operating, maintaining, managing or supervising the plant or facilities furnishing the services included in Landlord's energy costs nor any of their respective agents, beneficiaries, or employees, shall be liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action, because of any interruption or discontinuance at any time for any reason in the furnishing of any service to be furnished by Landlord as set forth herein; nor shall any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this lease. If services are interrupted, Landlord will diligently pursue restoration of the interrupted service.

(c) Landlord will provide janitorial service for the common areas of the Building.

**19. Bankruptcy.**

(a) The following shall be "Events of Bankruptcy" under this Lease: (1) Tenant becomes insolvent as that term is defined in the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth or territory of the United States (the "Insolvency Laws"); (2) the appointment of a receivership or custodian for any or all of Tenant's property or assets or the institution of a foreclosure action upon any of Tenant's real or personal property; (3) the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; (4) the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (A) is not dismissed within thirty (30) days of filing, or (B) results in the issuance of an order for relief against the debtor; or (5) Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

(b) Upon the occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available to Landlord pursuant to Section 25, provided however, that



while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord shall not exercise its rights and remedies pursuant to Section 25 so long as (1) the Bankruptcy Code prohibits the exercise of such rights and remedies, and (2) Tenant or its trustee in bankruptcy (hereinafter referred to as "Trustee") (i) cures all Defaults under this Lease, (ii) compensates Landlord for monetary damages incurred as a result of such Defaults, (iii) provides adequate assurance of future performance on the part of Tenant as debtor in possession or on the part of the assignee tenant, and (iv) complies with all other requirements of the Bankruptcy Code.

**20. [Intentionally Left Blank]**

**21. Property at Tenant's Risk.** Landlord shall not be liable to Tenant or Tenant's invitees for any damage, injury, loss or claim, including but not limited to business interruption claims based on or arising out of any cause whatsoever, including but not limited to the following: Landlord's entry upon the Premises to inspect or to show the same, janitorial access to the Premises at any time, repairs to or interruption in the use of the Premises, the Building, the Land or the parking areas, any damage resulting from the use, operation or malfunction of elevators or of the heating, cooling, electrical, plumbing or other equipment or systems, fire, theft, disappearance or other casualty, and any leakage in any part of the Building, or from water that may leak into or flow from any part of the Building, or from drains, pipes or plumbing fixtures bursting, leaking or overflowing in any part of the Building. Any property stored or placed by Tenant or Tenant's invitees in or about the Premises or the Building shall be at the sole risk of Tenant or such persons, and Landlord shall not in any manner be held responsible therefor. The sole exception to the above limitations shall be in those instances caused solely by the gross negligence or willful misconduct of Landlord, its agents, employees or invitees. In no event whatsoever shall Landlord be liable to Tenant or any person for consequential damages or lost profits.

**22. Insurance.**

(a) Tenant shall at all times during the Term hereof, at its sole cost and expense, obtain, maintain and keep in full force and effect with Tenant, Landlord and the mortgagees of Landlord named as additional insureds therein as their respective interests may appear, the following insurance:

(1) Property and casualty insurance, including extended coverage, vandalism and malicious mischief, upon property of every description and kind owned by Tenant and located in the Building or for which Tenant is legally liable or installed by or on behalf of Tenant including, without limitation, furniture, fittings, installations, fixtures and any other personal property, in an amount not less than the full replacement cost thereof.

(2) Comprehensive General Liability Insurance coverage to include personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability, products and completed operations liability in limits as are reasonably required by Landlord from time to time, but not less than the following amounts:

- (i) One Million Dollars (\$1,000,000) for bodily injury to or death of any one person during any one occurrence;
- (ii) Five Million Dollars (\$5,000,000) for bodily injury to or death of all persons in any one occurrence; and
- (iii) One Million Dollars (\$1,000,000) for property damages or destruction during any one occurrence.

(3) Business interruption insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to damage to the Premises or to the Building as a result of such perils.

(4) Workmen's Compensation and Employer's Liability insurance in form and amount as required by law.

(5) Any other form or forms of insurance as Landlord or any mortgagee of Landlord may reasonably require from time to time and such other insurance in form, amounts and for insurance risks as a prudent tenant would maintain to protect itself.

(b) All policies shall be taken out with insurers reasonably acceptable to Landlord and in form reasonably satisfactory to Landlord. Tenant agrees that certificates of insurance (or if required by Landlord or any mortgagee of Landlord, certified copies of each insurance policy) will be delivered to Landlord as soon as practicable after the placing of the required insurance, but in no event later than when Tenant takes possession of or occupies all or any part of the Premises. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation or other termination thereof. All of the insurance required by this Article shall be with companies licensed or authorized to do business in the Commonwealth of Virginia.

(c) Tenant and Landlord each releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to the perils of fire, explosion or any other perils described in the "extended coverage" insurance endorsement approved for use in Virginia that occurs in or about the Leased Premises, whether due to the negligence of either party, their agents, employees, invitees or others. The parties hereto each agree to procure an endorsement on, each of its insurance policies (insuring the Building in the case of Landlord, and insuring Tenant's Alterations, Tenant's Property, and Tenant's business interest in the Premises including business interruption insurance in the case of Tenant, against loss, damage or destruction by fire or other insured casualty), pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, or an express agreement that the applicable insurance policy shall not be invalidated if the insured waives, or has waived before the casualty, the right of recovery against any party responsible for a casualty covered by such policy.

(d) If any insurance policy carried by Landlord shall be cancelled or threatened to be cancelled or the coverage thereunder reduced or threatened to be reduced in any way by reason of the use or occupation of the Premises or any part thereof by Tenant or by any assignee or subtenant of Tenant or by anyone permitted by Tenant to be upon the Premises, and if Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation or reduction of coverage within forty-eight (48) hours after notice thereof, Landlord may, at its option, either terminate this Lease or enter upon the Premises and attempt to remedy such condition, and Tenant shall forthwith pay the cost thereof to Landlord as Additional Rent. Landlord shall not be liable for any damage or injury caused as a result of such entry. In the event that Landlord shall be unable to remedy such condition, then Landlord shall have all of the remedies provided for in this Lease for a Default by Tenant. Notwithstanding the foregoing, if Tenant fails to remedy such conditions as aforesaid, Tenant shall be in Default hereunder and Landlord shall have no obligation to attempt to remedy such Default.

(e) Landlord agrees to obtain and maintain during the Term, fire and extended coverage insurance, in amounts and coverages and with such special endorsements as Landlord shall determine from time to time, insuring the Building in which the Premises are located, and the Land. Tenant shall reimburse Landlord for its proportionate share of the



insurance costs incurred by Landlord under this subsection as part of the Basic Operating Charges.

## **23. Casualty Damage.**

(a) If the Premises shall be damaged by fire or other cause, without the fault or neglect of Tenant or Tenant's Invitees, the damage shall be diligently repaired within a reasonable time by and at the expense of Landlord and the Basic Annual Rent while such repairs are being made shall abate pro-rata according to the part of the Premises which is unusable by Tenant. Due allowance shall be made for reasonable delay which may arise by reason of adjustment of fire insurance by Landlord and for personnel delay on account of labor troubles or any other cause beyond Landlord's control. In no event shall Landlord be obligated to repair any damage to, or replace, Tenant's property or fixtures or any items of Tenant's alterations. All items specified in the preceding sentence shall be performed by Tenant, at its expense, in accordance with the terms of this Lease promptly and with reasonable diligence after Landlord shall complete Landlord's restoration work, so as to complete the restoration of the Premises to the same condition as existed immediately prior to the occurrence of such damage or destruction. If however, the Premises are rendered wholly untenable by fire or other cause and Landlord shall decide not to rebuild the same or if the entire Building be so damaged that Landlord shall decide to demolish it or not to rebuild it then or in any of such events, Landlord may at its option cancel and terminate this Lease by giving Tenant notice in writing of its intention to cancel this Lease, whereupon the Term shall terminate upon the thirtieth (30th) day after such notice is given and Tenant shall vacate the Premises and surrender the same to Landlord. Landlord shall not be liable to Tenant for any loss or damage because of such casualty other than Landlord's obligation to repair the Premises as aforesaid. Without limiting the foregoing, Landlord shall not be responsible for consequential damages, lost profits or any damage to Tenant's personal property.

(b) Upon any termination of this Lease under any of the provisions of this Section 23, the parties shall be released thereby without further obligation to the other from the date possession of the Premises is surrendered to Landlord, except for items which have theretofore accrued and are then unpaid and except as otherwise expressly provided elsewhere in this Lease.

(c) Notwithstanding anything to the contrary herein, if the Building or the Premises are damaged as a result of the act or omission of Tenant or Tenant's Invitees, Tenant shall pay to Landlord, as Additional Rent, the amount by which the cost of repairing any damage exceeds the amount of insurance proceeds received by Landlord on account of such damage (including the amount of any deductible).

(d) In the event that (1) damage is due to any cause other than fire or other peril covered by any extended coverage insurance maintained by Landlord, (2) the holder of any mortgage secured by the Building fails or refuses to make sufficient insurance proceeds available for repair, restoration and reconstruction, (3) zoning or other laws or regulations applicable to the site upon which the Building was constructed do not permit Landlord to repair, restore or reconstruct on such site a building substantially similar to the Building, or (4) Landlord is delayed or prevented from repairing or restoring any damage to the Building or the Premises within one (1) year after the occurrence of such damage, by reason of acts of God, war, governmental restrictions, inability to procure the necessary labor or materials or other causes beyond the control of Landlord, then, in any such event, Landlord may elect to terminate this Lease by providing thirty (30) days notice to Tenant..

(e) It is hereby understood that if Landlord is obligated or elects to repair or restore as herein provided, Landlord shall be obligated to make repairs or restoration only of those portions of the Building and the Premises which were originally provided at Landlord's expense, and the repair and restoration of items not provided at Landlord's

expense shall be the obligation of Tenant. In no event shall Landlord be obligated to repair or restore any trade fixtures, furnishings, equipment or personal property belonging to Tenant.

(f) Notwithstanding anything to the contrary contained in this Section 23, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section 23 occurs during the last twelve (12) months of the Term or any extension thereof.

**24. Eminent Domain.** In the event the whole or a substantial part of the Premises, the Building or the Land shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to said authority to prevent such taking, (collectively referred to herein as a "Taking"), Landlord shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority, and all Rent shall be apportioned as of that date. For purposes of this Section, a "substantial part" of the Premises, the Building or the Land shall have been considered to have been Taken if, in Landlord's opinion in the exercise its reasonable judgment, the Taking shall render it commercially undesirable for Landlord to permit this Lease to continue or to continue operating the Building. Tenant shall not assert any claim against Landlord or the Taking authority for any compensation arising out of or related to such Taking, and Landlord, shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. If Landlord does not elect to terminate this Lease pursuant to this Section, the Annual Basic Rent and Additional Rent payable by Tenant pursuant to Sections 5 and 6 shall be adjusted (based on the ratio that the number of square feet of rentable area taken bears to the number of square feet in the Premises immediately prior to such Taking) as of the date that possession is required to be surrendered to said authority. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the Taking of personal property and fixtures belonging to Tenant, as long as such award is made in addition to and separately stated from any award made to Landlord for the Premises, the Building or the Land.

## **25. Defaults and Remedies.**

(a) The occurrence of any one or more of the following events shall constitute an event of default ("Default") hereunder by Tenant:

(1) The failure by Tenant to make any payment of Basic Rent or Additional Rent or any other payment required to be made by Tenant hereunder, as and when due and such failure continues for a period of five (5) days after the date on which such payment is due.

(2) The failure by Tenant to observe or perform any of the other express or implied covenants or provisions of this Lease to be observed or performed by Tenant, and such failure continues for a period of twenty (20) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's Default is such that more than twenty (20) days are reasonably required for its cure, then Tenant shall not be deemed to be in Default if Tenant shall commence such cure promptly and shall thereafter diligently prosecute such cure to completion, which completion shall occur no later than sixty (60) days from the date of such notice from Landlord.

(3) Tenant's abandonment of the Premises for a period in excess of thirty (30) days.

(4) An Event of Bankruptcy as defined in Section 19.

(5) Tenant shall mortgage, assign or otherwise encumber its leasehold interest without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

(b) Upon the occurrence of a Default by Tenant, Landlord shall have the right, then or at any time thereafter:

(1) to re-enter and take possession of all or any part of the Premises, to expel Tenant and those claiming through Tenant and to remove any property therein, by action at law or in equity or otherwise, with or without terminating this Lease, without being deemed guilty of trespass and without prejudice to any other remedies of Landlord for breach of this Lease.

(2) Landlord may Lease the Premises or any part thereof for such terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole, but reasonable discretion may deem advisable, with the right to make alterations and repairs to the Premises. If the rental extends beyond the Term, commissions, costs of tenant improvements, cost of leasing and other reasonable expenses shall be amortized over the term of the new lease. Notwithstanding anything herein to the contrary, Landlord shall not have any obligation to Lease the Premises to mitigate Tenant's damages unless required by law.

(3) In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

(i) any unpaid Rent which had been earned at the time of such termination, plus

(ii) the amount by which the unpaid Rent which would have accrued after termination until the time of award exceeds the amount of Annual Basic Rent for such period actually received by Landlord, plus

(iii) the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent that Landlord will reasonably receive under a new lease with a new Tenant, if any, plus

(iv) any other amount necessary to compensate Landlord for the harm and damages caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of business would be likely to result therefrom.

(4) Landlord may elect to apply rentals received by it (i) to the payment of any indebtedness, other than rent, due hereunder from Tenant to Landlord; (ii) to the payment of any cost of such re-letting including but not limited to any broker's commissions or fees in connection therewith; (iii) to the payment of the cost of any alterations and repairs to the Premises; (iv) to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting after application by Landlord to the payments described in foregoing clauses (i) through (iv) during any month be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly on demand by Landlord.

(5) In lieu of electing to receive and apply rentals as provided in the immediately preceding paragraph, Landlord may elect to receive from Tenant as and for

Landlord's liquidated damages for Tenant's Default, an amount equal to the present value of the entire amount of Annual Basic Rent provided for in this Lease for the remainder of the Term, which amount shall be forthwith due and payable by Tenant upon its being advised of such election by Landlord.

(6) No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of same is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(7) Nothing herein contained shall limit or prejudice the right of Landlord to provide for and obtain as damages by reason of any termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such termination takes place, whether or not such amount be greater, equal to or less than the amounts of damages which Landlord may elect to receive as set forth above.

(c) Any and all amounts which are not paid by Tenant to Landlord within thirty (30) days from when due under this Lease shall bear interest at the lower of the maximum rate permitted by law or five percent (5%) above the "Prime Rate" (as most recently published in The Wall Street Journal prior to the date such amount was due) (the "Default Rate"), from the date such payment was due until it is received by Landlord.

(d) In the event of any such Default by Tenant, Landlord shall also have the right with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises, and in any such event the property so removed may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this subsection shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

(e) All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided at law, or in equity, whether or not stated in this Lease. No waiver or any Default of Tenant hereunder shall be implied from any acceptance by Landlord of any Rent or other payments due hereunder or any omission by Landlord to take any action on account of such Default if such Default persists or is repeated, and no express waiver shall affect any Default other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

## **26. Assignment and Subletting.**

(a) Tenant shall not have the right to assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Any assignment, encumbrance or sublease without Landlord's prior written consent shall be void and shall constitute a Default. No consent to any assignment, encumbrance or sublease shall constitute a waiver of the provisions of this Section with respect to any subsequent assignment, encumbrance or sublease. All costs and

expenses incurred by the Landlord in connection with any proposed Lease or Sublease (regardless of whether the Lease or Sublease is actually affected) including attorney's fees shall be the responsibility of the Tenant.

(b) When Tenant requests Landlord's consent to a transfer, Tenant shall provide Landlord with the following information about the proposed transferee: (1) name and address; (2) detail about its business and business history; (3) proposed use of the Premises; and (4) complete financial and credit information. Tenant shall also provide a copy of the proposed sublease, assignment or other transfer document and a deposit of Five Hundred Dollars (\$500.00) to be credited towards Landlord's attorney fees for the transfer process.

(c) If for any proposed assignment or sublease approved by Landlord, Tenant receives Rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or, in case of the sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are taken into account, Tenant shall pay to Landlord as Additional Rent hereunder the excess of each such payment of Rent or other consideration received by Tenant promptly after its receipt.

(d) If Tenant is a corporation (excluding a publicly held corporation), then the sale, issuance or transfer of any voting capital stock of Tenant, by the person, persons or entities owning a controlling interest therein as of the date of this Lease, or which results in a change in the voting control of Tenant, shall be deemed an assignment. If Tenant is a partnership, the sale or transfer of the partnership share, or any portion thereof, of any general partner shall be deemed an assignment of this Lease. If Tenant is a limited liability company, the transfer of a controlling membership interest or interests shall be deemed an assignment.

(e) Tenant shall give to Landlord notice of Tenant's desire to sublet or assign in order to secure Landlord's written consent. Within thirty (30) days of receipt of said notice, Landlord shall have the right (i) to consent to the proposed sublease or assignment with or without conditions, (ii) to reject the proposed sublease or assignment, (iii) to terminate this Lease and to enter into a new lease with Tenant for the portion of the Leased Premises Tenant retains upon terms to be mutually agreed upon, or (iv) to sublease from Tenant at the same rental rate and subsequently to relet that portion of the Leased Premises that Tenant desires to relinquish. If Landlord exercises its right to terminate this Lease, Tenant agrees that Landlord shall have access to the applicable portion of the Leased Premises at least thirty (30) days prior to the effective date of termination for remodeling or redecorating purposes

(f) In the event of any subletting of the Premises or assignment of the Lease, Tenant shall remain liable to Landlord for fulfillment of all obligations herein. In addition, Tenant's assignee or sublessee shall be required to agree in writing to be jointly and severally bound by Tenant's obligations hereunder and the provisions of this Lease.

## **27. Subordination.**

(a) The rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or deed of trust or the lien resulting from any other method of financing or refinancing, now or hereafter in force or placed against the Building and Lease of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or deed of trust. Such subordination shall be automatic, without the execution of any further subordination agreement by Tenant. If, however, a written subordination agreement,

consistent with this provision, is required by a mortgagee or beneficiary of a deed of trust, Tenant agrees to execute, acknowledge and deliver the same provided, however, that a non-disturbance agreement is executed simultaneously or has been executed previously by the then existing Lender. Landlord will use its best efforts to obtain a non-disturbance agreement for Tenant from present and future lenders.

(b) In the event of (a) a transfer of Landlord's interest in the Building and the Land, (b) the termination of any ground or underlying lease of the Building and the Land or (c) the purchase or other acquisition of the Building and the Land or Landlord's interest therein in a foreclosure sale of by deed in lieu of foreclosure under any mortgage or pursuant to a power of sale contained in any mortgage, then in any of such events Tenant shall, at the request of Landlord or Landlord's successor in interest, attorn to and recognize the transferee or purchaser of Landlord's interest or the lessor under the terminated ground or underlying lease, as the case may be, as Landlord under this Lease for the balance of the Lease Term, and thereafter this Lease shall continue as a direct lease between such person, as "Landlord", and Tenant, as "Tenant", except that such lessor, transferee or purchaser shall not be liable for any act or omission of Landlord before such lease termination or before such person's succession to title, nor be subject to any offset, defense or counterclaim accruing before such lease termination or before such person's succession to title, nor be bound by any payment of Rent or Additional Rent for more than one month in advance of such lease termination or before such person's succession to title. Tenant shall, within ten (10) days after request by Landlord or the transferee or purchaser of Landlord's interest or the lessor under the terminated ground or underlying lease, as the case may be, execute and deliver an instrument or instruments confirming the foregoing provisions of the Section. Tenant hereby waives the provisions of any present or future law or regulation which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease, or the obligations of Tenant hereunder, upon or as a result of the termination of any such ground or underlying lease or because of any foreclosure, deed in lieu or similar sale.

(c) Any mortgagee of Landlord, or purchaser of the Leased Premises, or beneficiary of a deed of trust, shall be relieved and released from any obligation to return a security deposit in the event such mortgagee, beneficiary of a deed of trust, or purchaser comes into possession of the Leased Premises by reason of foreclosure or trustee's sale (including deed in lieu thereof). Such release does not relieve Landlord of any obligation to return the security deposit.

## **28. Estoppel Certificate.**

(a) Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement certifying (i) the Commencement Date of this Lease, (ii) the fact that this Lease is unmodified and in full force and effect, (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications), (iii) the date to which the Rent and other sums payable under this Lease have been paid, (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant, except as specified in Tenant's statement, and (v) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section 28 may be relied upon by any lender, prospective lender, purchaser or prospective purchaser with respect to the Building or any interest therein.

(b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance hereunder, and (iii) that not more than one (1) month's rental has been paid in advance.

29. **Relocation of Tenant.** It is understood and agreed that Landlord shall have the right from time to time and at its sole cost and expense, to relocate Tenant from the Premises to other premises within the Building having at least the same square footage as that of the Premises. In such event Landlord, at its expense, shall duplicate the Tenant improvements which have been constructed for and/or by the Tenant at its prior location. The relocation shall be done at the Tenant's convenience and not unreasonably disrupt the conduct of business. Upon the completion of such relocation, this Lease shall automatically cease to cover the space constituting the Premises immediately before such relocation, and shall automatically thereafter cover the space to which the Premises have been relocated, as aforesaid, all on the same terms and subject to the same conditions as those set forth in the provisions of this Lease as in effect immediately before such relocation, and all without the necessity of further action by either party hereto; provided, that each party hereto shall, promptly upon its receipt of a written request therefor from the other, enter into such amendment of this Lease as the requesting party considers reasonably necessary to confirm such relocation.

30. **Rules and Regulations.** Tenant shall faithfully observe and comply with the "Rules and Regulations" for the Building, a copy of which are attached hereto, as Exhibit C, and all modifications thereof and additions thereto from time to time adopted by Landlord. Landlord shall not be responsible to Tenant for the violation or non-performance by any other tenant or occupant of the Building of any of said Rules and Regulations.

31. **Conflict of Laws.** This Lease shall be governed by and construed pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws provisions.

32. **Successors and Assigns.** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

33. **Attorneys' Fees.**

(a) In the event that, because of the breach of any provision of this Lease, Landlord shall refer this Lease to an attorney or for the reasonable attorneys' fees, incurred by Landlord in connection therewith shall be paid by Tenant, which obligation shall be deemed to have accrued on the date of referral to such attorney and shall be enforceable whether or not any litigation is brought.

(b) In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease, or any right of either party hereto, the unsuccessful party of such litigation, shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein. Moreover, if either party, without fault is made a party to any litigation instituted by or against the other party, the other party shall indemnify such party without fault against and save it harmless from all costs and expenses, including reasonable attorneys' fees incurred by it in connection therewith.

34. **Performance by Tenant.** All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Annual Basic Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, without waiving or releasing Tenant from any obligations of Tenant (and without waiving its rights against Tenant on account of such Default), but shall not be obligated to, make any such payment or perform any such other act to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs, together with interest



thereon at the Default Rate, from the date of such payment by Landlord, shall be payable to Landlord as Additional Rent. For each late payment of Rent due hereunder, Tenant shall also pay to Landlord a service charge in the amount of ten percent (10%) of the amount of the late payment. Further, following each second late payment of Rent in any six (6) month period, Landlord shall have the option to require that, beginning with the first payment of Rent due following the date such late payment was due, Rent shall be payable two (2) months in advance. In no event shall Landlord be deemed an attorney-in-fact or agent of Tenant by curing a Default under the terms of the Lease.

**35. Mortgagee Protection.** In the event of any default on the part of Landlord, Tenant will give notice by registered or certified mail to any beneficiary of a deed of trust or mortgage covering the Premises whose address shall have been furnished to Tenant, and shall offer such beneficiary or mortgagee a reasonable opportunity to cure the default, including time to obtain possession of the Premises by power of sale or a judicial foreclosure, if such should prove necessary to effect a cure

**36. Definition of Landlord.** The term "Landlord" shall be limited to only the owner at the time in question of the fee of the Building. In the event of any sale, assignment or other conveyance or transfer of any such title, Landlord herein named (and in case of subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer, assignment, conveyance or transfer of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed and, without further agreement, the transferee of such title shall be deemed to have assumed and agreed to observe and perform any and all such future obligations of Landlord hereunder during its ownership of the Premises. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed in violation on Landlord's part of any of the terms and conditions of this Lease. No person or entity holding Landlord's interest hereunder shall have any liability under this Lease after such person or entity ceases to hold such interest, except for liability accruing while such person or entity holds such interest.

**37. Waiver.** The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained, nor shall any custom or practice between the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of Landlord to insist upon the performance by Tenant in strict accordance with the said terms. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

**38. Parking.**

(a) Tenant shall have the right to utilize thirty-eight (38) spaces, at no cost to the Tenant, in the Building's parking facilities on a nonexclusive basis with other tenants of the Building, upon such terms and conditions as may from time to time be established by Landlord. Landlord reserves the right in its absolute discretion to determine whether the parking facilities are becoming crowded and to allocate and assign parking spaces among Tenant and the other tenants. Should the Landlord designate exclusive Tenant parking spaces, County parking spaces are to be located adjacent to the premises and in reasonable proximity to the primary entrance. It is understood and agreed that Landlord assumes no responsibility, and shall not be held liable, for any damage or loss to any automobiles parked in the parking facilities or to any personal property located therein, or for any injury sustained by any person in or about the parking facilities.



(b) Tenant shall not at any time allow parking, standing, or unloading of vehicles which result in the blocking of traffic in the common driveway which services the Premises and other adjoining premises owned by the Landlord. In the event that a vehicle owned by the Tenant, Tenant's employees, agents, or invitees, a supplier of the Tenant, or an independent freight carrier company, blocks the common driveway, Tenant does hereby irrevocably authorize Landlord to cause said vehicles or other obstruction to be removed at Tenant's expense.

(c) Any vehicle on the parking lot that is unlicensed or in a state of disrepair will be towed at owner's expense. Automobile repairs are not permitted. The parking lot shall be utilized only for business parking related to tenants' occupancy.

(d) The Landlord will use commercially reasonable efforts to perform timely snow removal (including applications of sand or chemicals as appropriate) in the parking areas, the loading area and approaches to the Building. Such snow removal shall be performed Monday through Friday, excluding legal holidays.

**39. Terms and Headings.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in any gender include other genders. The section headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

**40. Time.** Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.

**41. Prior Agreements; Amendments.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. This Lease may not be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest.

#### **42. Enforceability.**

(a) If any term or provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Lease, and the application of such invalid or unenforceable term or provision to persons, entities and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(b) In any case where this Lease provides for a rate of interest that is higher than the maximum rate permitted by law, the rate specified herein shall be deemed to equal, and the party designated as a recipient of such interest shall be entitled to receive, the maximum rate of interest permitted by law.

**43. Recording.** Tenant shall not record this Lease or a short form memorandum thereof without the prior written consent of Landlord.

**44. Limitation on Liability.** In consideration of the benefits accruing hereunder, Tenant and all successors and assigns of Tenant, covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (a) the sole and exclusive remedy shall be limited to the Building and the Land and any proceeds therefrom; (b) no member of Landlord shall be sued or named as a party in any suit or action nor shall Tenant seek recourse against the assets of any member; (c) no service of process shall be made against any member of Landlord; (d) any service, other than necessary to secure jurisdiction of the limited liability company, and/or any judgment

granted against any member of Landlord may be vacated and set aside at any time as if such service and/or judgment had never been granted; (e) no writ of execution will ever be levied against the assets of any member of Landlord; and (f) these covenants and agreements shall be enforceable by both Landlord and also by any member of Landlord. Moreover, Landlord shall not be liable for any damage, delay or default which results from any cause outside the reasonable control of Landlord, including but not limited to floods, hurricanes, strikes, labor troubles and other acts of God.

45. **Addenda.** Addenda, if any, signed by Landlord and Tenant and affixed to this Lease are a part hereof.

46. **Signs.** No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on the windows or exterior walls of the Premises or on any public area of the Building, except the directories and the office doors, and then only in such places, numbers, sizes, color and style as are approved by Landlord (in its reasonable judgment) and which conform to all applicable laws and/or ordinances. Any and all signage on, in or relating to the Premises, shall be paid for by Tenant and removed by Tenant at its sole cost upon expiration or earlier termination of this Lease, including any and all repairs necessary to restore the areas containing signage to their original condition.

47. **Modification for Lender.** If, in connection with any construction, interim or permanent financing for the Building, any lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not withhold, delay or defer its consent thereto, provided that such modifications do not materially increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's rights hereunder.

48. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed on accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

49. **Financial Statements.** Annually at the beginning of each Lease Year, Tenant shall provide Landlord with a current financial statement. Such statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

50. **Waiver of Jury Trial.** LANDLORD AND TENANT EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGE.

51. **Landlord's Reserved Rights.** Without notice and without liability to Tenant, Landlord shall have the right to:

- (a) Change the name or street address of the Building.
- (b) Install and maintain signs on the exterior of the Building in a reasonable manner.
- (c) Make reasonable rules and regulations as, in the judgment of Landlord, may from time to time be needed for the safety of the tenants, the care and cleanliness of the

Building and the preservation of good order therein. Tenant shall be notified in writing when each such rule and regulation is promulgated.

(d) Grant utility easements or other easements to such parties, or replat, subdivide or make such other changes in the legal status of the Land underlying the Building, as Landlord shall deem necessary, provided such grant or changes do not substantially interfere with Tenant's use of the Premises as intended under this Lease.

(e) Sell the Building and assign this Lease and the Security Deposit, as provided in Paragraph 1, to the purchaser (and upon such assignment to be released from all obligations under the Lease which occur on and after the date of assignment).

## **52. Miscellaneous.**

(a) The submission by Landlord to Tenant of this Lease in draft form shall be deemed submission solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an offer for the leasing of the Premises, and shall not confer any rights or impose any obligations upon either party. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to landlord shall similarly have no bidding force and effect on Landlord and not be binding on Landlord, notwithstanding any preparation or anticipatory reliance or expenditures by Tenant or any time intervene, unless and until landlord shall have in fact executed this Lease and a fully-executed counterpart thereof shall have been actually delivered to Tenant.

(b) This Lease may be executed in several counterparts and the counterparts shall constitute one and the same instrument. Landlord may act under this Lease by its attorney or agent. Time is of the essence of this Lease. Marginal notes, captions and headings used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise, and shall not be deemed to limit or describe the scope, intent or applicability of any provision hereof. Notwithstanding the fact that certain references elsewhere in this Lease to acts required to be performed by Tenant hereunder omit to state that such acts shall be performed at Tenant's sole cost and expense, unless the context clearly implies to the contrary, each and every act to be performed or obligations to be fulfilled by Tenant pursuant to this Lease shall be performed or fulfilled at Tenant's sole cost and expense. Any breach or default by Tenant of its obligations under this Lease shall be deemed material. The fact Landlord has prepared this Lease or any portion thereof shall not give rise to any presumption that any ambiguities or conflict between any provisions or sections that the Lease shall be interpreted against the Landlord or in favor of Tenant. All provisions of this Lease have been freely negotiated by and between the parties.

(c) It is understood and agreed that neither this Lease, nor any of the agreements herein contained is intended, nor shall the same be construed, so as to create a co-partnership by and between Landlord and Tenant, or to make Landlord and Tenant joint venturers, or to make Landlord in any way liable or responsible for the debts or losses of the Tenant.

(d) The individual executing this Lease on behalf of Tenant hereby represents and warrants that he or she has the authority to execute this Lease on behalf of Tenant. Tenant hereby represents or warrants that Tenant has the authority to execute and perform the covenants and obligations under this lease. Upon Tenant's execution of this Lease and delivery of this lease to Landlord, Tenant shall deliver evidence reasonably satisfactory to Landlord that the foregoing representations and warranties are true and correct (such as, without limitation, certified resolutions for any corporate tenant).

(e) Whenever in this Lease Landlord's consent or approval is required and this Lease provides that Landlord's consent or approval shall not be unreasonably withheld or delayed and Landlord shall refuse such consent or approval, or in any instance in which Landlord shall delay its consent or approval, Tenant shall in no event be entitled to make, nor shall Tenant claim any money damages by way of set-off, counterclaim or defense based upon any claim or assertion by Tenant that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, by specific performance, injunction or declaratory judgment, and if Tenant is the prevailing party in any such action or proceeding, no further evidence of Landlord's consent shall be required, but Landlord shall, promptly upon request, confirm that such consent has been given.

**53. Lease Obligations Subject to Appropriations.** The parties hereto recognize that, due to the provisions of the Constitution and the Code of Virginia, lease agreements by the County requiring payment of rent for a period in excess of one year are subject to annual appropriation. Notwithstanding anything in this Lease to the contrary, all obligations for payment of monies hereunder are subject to and contingent upon annual appropriations therefore by the Board of Supervisors of Loudoun County. Should appropriations for any year of the term not be made the Tenant shall immediately notify the Landlord, the Lease shall terminate without default and the Tenant shall vacate the Premises at the end of the period for which monies have been appropriated and are available.

The Tenant covenants that in the event the Board of County Supervisors of Loudoun County fails to appropriate sufficient funds to pay Rents as herein provided thereby causing this Lease to cease and terminate, then to the extent permitted by law, the Tenant will not relocate the County's agency or agencies or the employees thereof then occupying the Premises to space which is not owned or to be owned by Loudoun County.

WITNESS:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LANDLORD: Leesburg Office, LLC

By:  \_\_\_\_\_

Cecil Pruitt, Jr.

Title: \_\_\_\_\_

Date: Manager 12-4-00

TENANT:

By:  \_\_\_\_\_

Title: Director of General Services

Date: 12-5-00

COMMONWEALTH OF VIRGINIA,  
~~PIKE~~  
COUNTY OF LOUDOUN; to-wit:

I, Sean Nulty A Notary Public in and for the State and County  
aforesaid, do certify that David Smith Jr. whose name is signed to the writing  
above, bearing date of the 4th, day of December, 2009 has acknowledged  
the same before me in my County aforesaid given under my hand this 4th day of December  
    , 20  .

Sean Nulty  
Notary Public

My Commission Expires: 01-31-02.

COMMONWEALTH OF VIRGINIA,  
COUNTY OF LOUDOUN, to-wit:

I, Barbara A. Shorn, A Notary Public in and for the State and County  
aforesaid, do certify that Jay Shuter whose name is signed to the writing  
above, bearing date of the 5th, day of December, 2009 has acknowledged  
the same before me in my County aforesaid given under my hand this 6th, day of December  
    , 2009

Barbara A. Shorn  
Notary Public

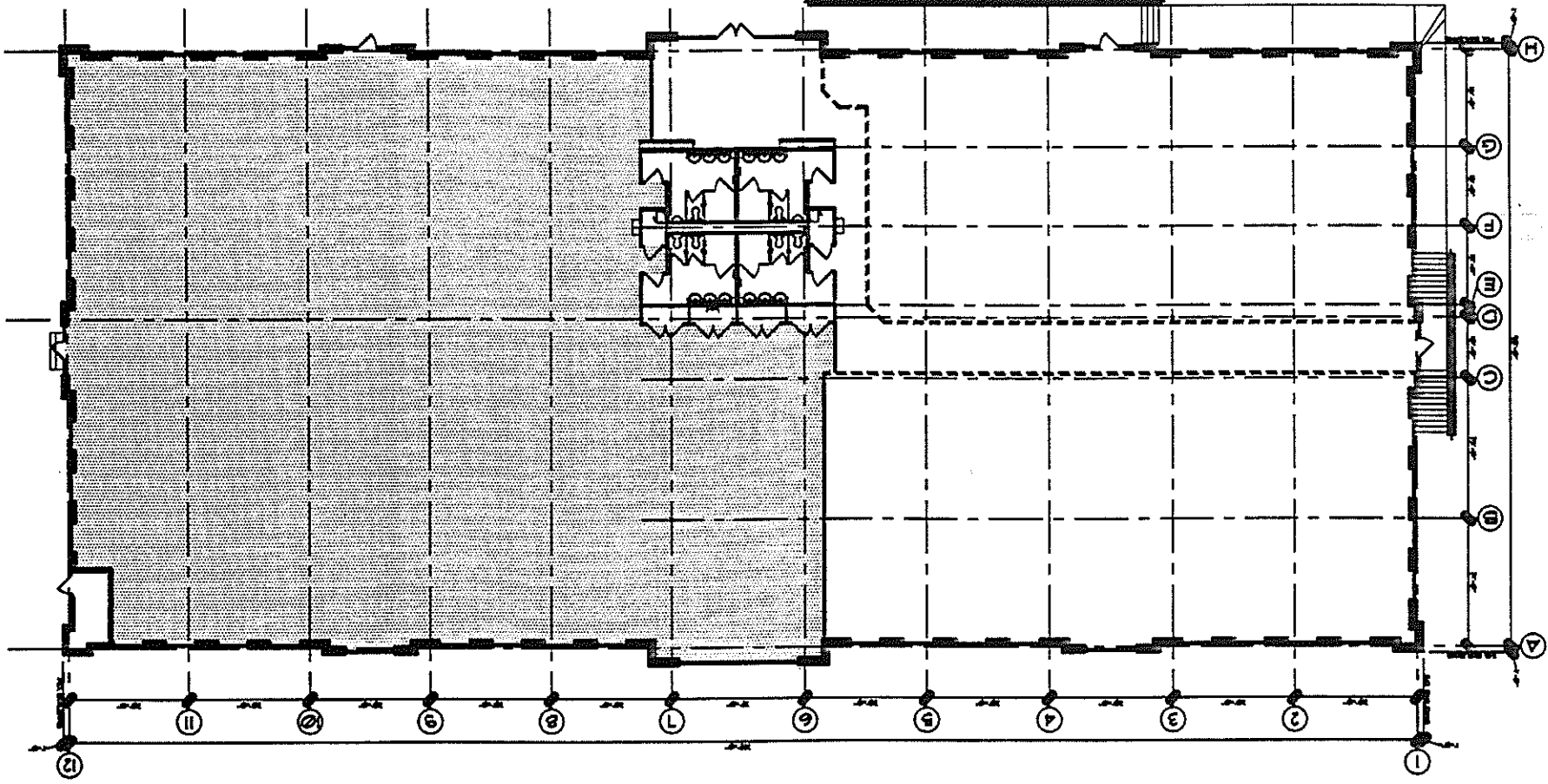
My Commission Expires: May 31, 2004.

**SCHEDULE OF EXHIBITS**

- EXHIBIT A:** Description of Premises
- EXHIBIT B:** Tenant Improvement Workletter
- EXHIBIT C:** Rules and Regulations
- EXHIBIT D:** Confirmation of Commencement Date

EXHIBIT A

DESCRIPTION OF LEASED PREMISES



LOUDON COUNTY

15 0 20

LEEBSBURG GREEN  
OFFICE BUILDING #15

DECEMBER 4, 2000

EXHIBIT 'A'

W. A. BROWN  
ASSOCIATES, P.C.  
ARCHITECTS - PLANNERS

## EXHIBIT B

### TENANT IMPROVEMENT WORKLETTER

This is agreement for Tenant Improvements referred to as Exhibit B in the Lease by and between Leesburg Office, LLC ("Landlord"), and Loudoun County, Virginia ("Tenant") wherein Tenant agrees to lease certain space from Landlord in the Building located at 908 Trailview Blvd., Leesburg, Loudoun County, Virginia. The words "Premises", "Building", "Term", and other capitalized or defined terms as used herein shall have the respective meanings assigned to them in the Lease, except as otherwise provided or defined herein.

Landlord and Tenant agree as follows:

1. Building Standard Improvements. Landlord has constructed or will construct the Building Standard Improvements.
2. Tenant Work. Landlord shall also construct the Tenant Improvements. The Tenant Improvements shall be performed pursuant to Plans and Specifications prepared by Landlord's Architect and approved by Tenant.
3. Tenant's Plans and Specifications. Tenant has furnished Landlord or will within ten (10) days of execution of the Lease with a space plan showing the general nature of walls, modular furniture partitions, and special requirements. Landlord will cause Landlord's Architect, who has been retained by Landlord at Tenant's expense, which expense is a soft cost component of the cost of the Tenant Improvements, to prepare architectural plans and specifications for the Tenant Improvements based upon the aforementioned preliminary space plan and in consultation with Tenant (the "Plans and Specifications") and submit the same, to Tenant for Tenant's approval, which shall not be unreasonably withheld or delayed. The Plans and Specifications are required to include (a) reflected ceiling plans, (b) dimensioned partition and door location plans, (c) finish plans, (d) furniture partition layout plans, (e) electrical plans noting any special lighting and power load requirements, (f) detail plans, (g) mechanical, plumbing and fire protection plans and (h) structural and engineering drawings and calculations as necessary, and to be suitable in all respects for construction. The Tenant Work will not include any telephone and data cabling.

As used herein, the term "Landlord's Architect" shall mean W. A. Brown & Associates, Inc.

Tenant shall advise Landlord within five (5) business days after receipt of the Plans and Specifications of its approval or disapproval thereof, and, if Tenant does not approve any of the Plans and Specifications, of the changes required in the same so that they will meet Tenant's approval. If Tenant disapproves any of the Plans and Specifications, Landlord shall deliver, or cause Landlord's Architect to deliver to Tenant, revised Plans and Specifications that respond to Tenant's requests for changes and are suitable for bidding and construction. Tenant shall approve or disapprove in whole or in part all revised Plans and Specifications received from Landlord within three (3) business days following receipt thereof from Landlord. The revised Plans and Specifications, once they have been approved or deemed approved by Tenant and by Landlord, are hereinafter referred to as the "Final Plans."

Tenant agrees that Landlord shall have the right to approve the plans and shall not have unreasonably disapproved the Plans and Specifications if the Tenant



Improvements: (a) would not be consistent with the similar nature or the architectural character of the Building; (b) includes significant areas of raised computer flooring and underfloor, cabling, electrical distribution and ductwork, (c) does not include the entire Premises, (d) in Landlord's reasonable judgment will adversely affect the structure of the Building, the heating, air-conditioning and ventilating system or electrical, mechanical, plumbing or other lines or systems in the Building or the Building circuitry; (e) in Landlord's reasonable judgment will materially increase Landlord's costs of operating and maintaining the Building (it being understood that Tenant shall pay all increases in the costs of operating or maintaining the Building which results from the Tenant Work, whether or not material), and that Landlord may require removal of any such Tenant Work (if Landlord shall have designated such work as being subject to removal pursuant to the Lease) after the expiration or other termination of the Term: (f) would modify the appearance of the Building; (g) would adversely affect the safety of the Building or the life-safety systems in the Building; or (h) would, in Landlord's reasonable judgment, violate the terms of any applicable zoning or building laws or ordinances or other governmental orders or requirements; provided, however, that the foregoing are merely examples of reasons for which Landlord may request changes and modifications to the terms of the lease, Plans and Specifications or withhold its approval thereof and shall not be deemed exclusive of any permitted reasons for reasonably withholding consent, whether similar or dissimilar to the foregoing examples.

The Tenant Improvements shall remain upon the Premises without compensation, allowance or credit to Tenant. In addition, Tenant may request in writing at the time it submits its plans and specifications to Landlord, that Landlord notify Tenant whether on or before it approves such plans as to whether or not it will require removal.

4. Construction of Tenant Work. Landlord will construct the Tenant Improvements. The Landlord shall obtain all required building permits and otherwise comply with all laws and governmental rules and regulations with respect to or in any manner applicable to the Tenant Improvements.

5. Changes in the Tenant Improvements. Except as hereinafter set forth, Landlord has no obligation to perform or pay for any work to the Premises other than the Tenant Improvements. If Tenant wishes other work ("Additional Work") to the Premises in addition to the Work then shown on Final Plans, Landlord's Architect shall prepare, at Tenant's sole cost and expense and for Tenant's approval, final plans and specifications for the Additional Work. Provided Tenant approves the cost thereof, Landlord agrees to cause the Additional Work to be constructed by Landlord's contractors which construction shall be at Tenant's cost and expense. Landlord shall furnish Tenant with a written estimate within fifteen (15) days from Tenant's approval of the final plans and specifications. If Tenant shall fail to approve in writing such estimates within five (5) business days (or such other time as designated in the proposal) from receipt thereof, Tenant shall be deemed to have abandoned its request for Additional Work, and Landlord shall not be authorized to proceed with such Additional Work. If Tenant approves in writing such estimates in the form supplied by Landlord, Tenant shall pay Landlord the cost of such Additional Work all as and when billed therefor (whether in one or more installments as required by Landlord). If Tenant does not authorize Landlord to do the Additional Work, the improvement to the Premises shall be limited to the Tenant Work.

The commencement of the term of the Lease and the payment of Rent thereunder shall not be affected or deferred on account of reasonably documented delay as a result of:

A. Tenant's failure to timely furnish the plans for the Additional Work as required hereby, or

B. Tenant's failure to approve cost estimates for Additional Work within the time specified in paragraph 6 hereof, or

C. Tenant's request for materials, finishes or installations other than required by the Tenant Improvements, or

D. Tenant's changes in the Tenant Improvements or Tenant's request for additional work (notwithstanding Landlord's approval of any such changes), or

E. Any other act or omission by Tenant, its employees, its agents, its contractors, or suppliers which has the effect of causing delay in achieving substantial completion of the Premises.

6. Access by Tenant. Landlord shall permit Tenant and Tenant's agents, suppliers, contractors and workmen to enter the Premises, pursuant to the date set forth in Paragraph 1 hereof, upon execution and delivery of the Lease by both Landlord and Tenant and compliance with the requirements of this agreement by Tenant, including, without limitation, the insurance requirements. The permission herein granted for the entry of Tenant and Tenant's contractors into the Building is conditioned upon Tenant and Tenant's agents, contractors, workmen, suppliers and invitees working in harmony with and not interfering with Landlord's contractors or their subcontractors or with contractors performing work in the Building for other tenants, not unreasonably interfering with any occupants of the Building, complying with reasonable rules and regulations instituted by Landlord for the protection and completion of the Shell and Core Work and of such work for other tenants, and complying with the provisions of Paragraph 5 hereof. Landlord will use reasonable efforts to cause contractors performing work for other tenants in the Building not to unreasonably interfere with Tenant's contractors, but shall in no event have any liability with respect to any interference. If at any time such entry shall in Landlord's reasonable judgment cause interference with any of Landlord's employees, agents, contractors, their subcontractors or others or if such interference shall, in Landlord's reasonable judgment, be imminently threatened, Landlord shall have the right to withdraw such permission upon not less than twenty-four (24) hours written notice.

Tenant agrees that any such entry into and occupation of the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease, except as to covenant to pay Basic Rent and Additional Rent, and further agrees that in connection therewith Landlord except for the grossly negligent and willful acts or omissions of Landlord, its employees, coworkers or agents, shall not be liable in any way for any injury, loss or damage which may occur to any property placed in the Premises, the same being strictly at Tenant's sole risk.

Tenant shall cause its contractors, for which it has contracted separately, prior to the commencement of any construction work in the Building, to indemnify, defend and hold Landlord, its designated agents, any of its beneficiaries, the partners thereof, its management agent, mortgagees, and all of their respective partners, shareholders, directors, officers, agents and employees harmless from all damages, claims, liability, and costs (including, without limitation, reasonable attorney's fees) and expenses arising out of or connected with the negligent activities of such contractor or any of its subcontractors or any of their respective agents or employees, suppliers or workmen in or about the Premises or the Building.

In addition, prior to the initial entry to the Building or the Premises by Tenant and by each contractor or subcontractor for Tenant,

Tenant shall furnish Landlord with certificates of insurance covering Landlord, its designated agents, or any of its beneficiaries and the partners thereof, its management agent, mortgagees and such additional parties as Landlord may reasonably designate as additional insured parties, with such coverages and in such amounts as Landlord may reasonably require in order to insure Landlord, its designated agents, or any of its beneficiaries and the partners thereof, its management agent, mortgagees and such additional parties, and all of their respective agents and employees, against liability for injury or death or damage to property of Landlord or its tenants or others, by reason of such entry or any activity or work carried on, in, on or about the Land, the Building or the Premises by or on behalf of Tenant.

7. Insurance. The provisions of the Lease shall apply to the Builder's Risk coverage respecting the Tenant Work during the period of its construction, prior to the commencement of the Term. Tenant shall furnish Landlord from time to time such information as is necessary in order to effectuate such coverage.

8. Miscellaneous.

A. After completion of the Tenant Improvements any work or alterations to the Premises desired by Tenant other than the Tenant Work shall be subject to the provisions of the Lease.

B. Time is of the essence under this agreement.

C. Any person signing this agreement on behalf of Landlord or Tenant warrants and represents he has authority to do so.

D. This agreement shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, by any options under the Lease, or to any portion of the Premises or in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease, unless expressly so provided in the Lease or any amendment or supplement thereto. Landlord has no agreement with Tenant and has no obligation to do any work with respect to the Premises, except as expressly set forth in this agreement.

E. With respect to any amounts owed by Tenant hereunder and not paid when due (which shall bear interest as provided in the Lease in the case of delinquent rents) or Tenant's failure to perform its obligations hereunder, Landlord shall have all of the rights and remedies granted to Landlord under the Lease for nonpayment of any amounts owed by Tenant thereunder or failure by Tenant to perform its obligations thereunder, and such nonpayment or other failure hereunder shall constitute a default by Tenant under the Lease. Any amount owed hereunder to Tenant by Landlord and not paid when due shall bear interest as provided in the Lease.

F. After Tenant has moved into the Premises, Landlord will clean the same in accordance with the Lease.

G. Attached as Exhibit A to the Lease is the Floor Plan .

H. The parties hereto hereby designate a representative who shall have the power and authority to make any and all decisions on behalf of the respective parties and designate another representative(s) on their behalf. Unless a party is otherwise advised in writing by the other, their respective representatives shall be as follows:

Landlord: Leesburg Office, LLC  
c/o Cecil Pruitt, Manager  
P.O. Box 179  
White Post, VA 22663

Tenant: Director of General Services  
County of Loudoun  
1 Harrison St, S.E.  
Leesburg, Virginia, 20177

All the covenants and conditions to be performed hereunder by, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against, the beneficiaries thereof nor any of their respective partners, shareholders, directors, officers, agents or employees by reason of any of the covenants, statements, representations or warranties contained in this instrument. All of the further exculpatory provisions of the Lease are incorporated herein as if fully set forth herein and are fully applicable to this agreement as if fully set forth.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year on which the Lease was executed and was executed contemporaneously therewith.

WITNESS:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LANDLORD:

Leesburg Office, LLC

By: \_\_\_\_\_

Cecil Pruitt, Jr.

Title: \_\_\_\_\_

Manager

Date: \_\_\_\_\_

TENANT:

By: \_\_\_\_\_

Title: Director of General Services

Date: 12-5-00

## EXHIBIT C

### RULES AND REGULATIONS

Reference is made to a certain Office Lease dated December 5, 2000 (the "Lease"), to which these Rules and Regulations are attached. Definitions of terms are set forth in the Lease.

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building and to insure compliance with all municipal and other requirements. Strict adherence to these rules and regulations is necessary to guarantee that each and every tenant will enjoy a safe and uninterrupted occupancy in the Building in accordance with the Lease. Any continuing violation of these rules and regulations by Tenant, after notice from Landlord, shall be deemed to be a Default under the Lease.

Landlord may, upon request by any tenant, waive the compliance by such tenant to any of these rules and regulations, provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent; (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to by Landlord; (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the rules and regulations unless such other tenant has received a similar waiver in writing from the Landlord; and (iv) any such waiver by Landlord shall not relieve Tenant from any obligation or liability of Tenant to Landlord pursuant to the Lease for any loss or damage occasioned as a result of Tenant's failure to comply with any such rule or regulation.

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or other parts of the Building not occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the premises. Landlord shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the tenants in such manner as Landlord deemed best for the benefit of the tenants generally. No tenant shall permit the visit to the premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants of the entrances, corridors, elevators and other public portions or facilities of the Building.

2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the premises, without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold. Such awnings, projections curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner, approved by Landlord.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold.

4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, chemicals, paints cleaning fluids or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees, contractors, assignees, sublessees, guests, visitors or licensees, shall have caused the same.

5. There shall be no marking, painting, drilling into or in any way defacing the Building or any part of the premises visible from public areas of the Building. Tenant shall not construct, maintain, use or operate within the premises any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except as

reasonably required for its communication system and approved prior to the installation thereof by Landlord. No such loud speaker or sound system shall be constructed, maintained, used or operated outside of the Premises.

6. No vehicles or animals, birds or pets of any kind shall be brought into or kept in or about the premises, and no cooking shall be done or permitted by any tenant on the premises except in the canteen areas or coffee stations and for consumption on the premises by the tenant. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the premises. Notwithstanding the foregoing, such vehicles and animals as are actually utilized by disabled persons due to their disability shall be allowed on the premises upon prior written notice to Landlord.

7. Other than as it may be expressly permitted under the Lease, no space in the Building shall be used for manufacturing of goods for sale in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind. Furthermore, the use of the premises by each tenant was approved by Landlord prior to execution of the Lease and such use may not be changed without the prior approval of Landlord.

8. No tenant shall make any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighborhood buildings or premises or those having business with them whether by the use of any mechanical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs.

9. No flammable, combustible or explosive fluid chemical or substance shall be brought or kept upon the premises.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in the existing locks or the mechanism thereof without the prior written consent of Landlord. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Each tenant shall, upon the termination of his tenancy, restore to the Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the cost thereof.

11. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management, security guard on duty or security system monitor. Tenant shall be responsible for all persons for whom he authorizes entry into or exit out of the Building.

12. The premises shall not, at any time, be used for lodging or sleeping or any immoral or illegal purpose.

13. Each tenant, before closing and leaving the premises at any time, shall see that all windows are closed and all lights turned off.

14. Landlord's employees shall not be required to perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Building. The requirements of tenants will be attended to only upon application to Landlord and any such special requirements shall be billed to Tenant (and paid with the next installation of rent due) at the schedule of charges maintained by Landlord from time to time or at such charge as is agreed upon in advance by Landlord and Tenant.

15. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

16. Deliveries shall not be made through the lobby of the Building. There shall not be used in any space or in the public halls of the Building, either by any tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards, and Tenant shall be responsible to Landlord for any loss or damage result from any deliveries of Tenant to the Building.

17. Mats, trash, or other objects shall not be placed in the public corridors.

18. Landlord does not maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need for repairs of items not maintained by Landlord arise, Landlord will arrange for the work to be done at Tenant's expense.

**EXHIBIT D**

**CONFIRMATION OF COMMENCEMENT DATE**

Leesburg Office, LLC, a Virginia limited liability company ("Landlord"), and Loudoun County, Virginia, a body politic ("Tenant"), have entered into a certain Deed of Lease Agreement dated as of \_\_\_\_\_, 2000 (the "Lease"). Landlord and Tenant hereby agree that for all Lease purposes, the "Lease Commencement Date" is \_\_\_\_\_, 20\_\_\_\_ and the expiration date is \_\_\_\_\_, 20\_\_\_\_.

DATE: \_\_\_\_\_, 20\_\_\_\_.

**LANDLORD:**

Leesburg Office, LLC, a Virginia  
limited liability company

By: \_\_\_\_\_

Name: Cecil Pruitt, Jr.

Title: Manager

**TENANT:**

Loudoun County, Virginia, a body  
politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

VOID: TO BE REISSUED UPON COMPLETION OF CONSTRUCTION.